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# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

February 21, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

Pursuant to RSA 21-P:43, authorize the New Hampshire Department of Safety, Division of Fire Safety to enter into a grant agreement with the Central New Hampshire Hazardous Material Team (VC# 166544-B002) in the amount of \$5,000.00 for activities associated with the training of hazardous material handling under the Emergency Planning and Right-to-Know Act. Effective upon Governor and Council approval through September 30, 2013. Funding Source: 100% Federal Funds.

Funds are available in the following account:

02-23-23-238010-53110000	Dept. of Safety	Div of Fire Safety	HMEP Grant
072-500574	Grants to Local Gov't – Federal		\$5,000.00
Activity Code: 23HMEP1213TR			

### Explanation

The purpose of this grant agreement is to provide assistance to the Central New Hampshire Hazardous Material Team for training first responders in hazardous material identification and handling under the Emergency Planning and Community Right-to-Know Act. The Team will provide outreach to the 53 communities that comprise the coverage area. Training needs will be identified and appropriate training will be delivered to area departments in hazardous material response. A major program initiative for this grant period is the implementation of Cameo and Marplot based systems in the region. Funds were awarded from the U.S. Department of Transportation, Hazardous Materials Emergency Planning Grant (HMEP), to the New Hampshire Department of Safety, Division of Fire Safety, Advisory Council on Emergency Preparedness and Security (ACEPS). Activities associated with the development and implementation of emergency plans under the Emergency Planning and Community Right-to-Know Act include: hazardous material training; hazard analysis and risk assessments; the purchase of health, safety, and environmental database/software and reference materials; tracking of facility information with each community; and the update of databases to ensure sound tactical and strategic decisions to protect the general public, environment, and responders in the event of a hazardous materials incident in their area of responsibility.

A list of grant awardees was reviewed and approved by the Advisory Council on Emergency Preparedness and Security (ACEPS) on June 8, 2012. The committee all agreed that the list of grantees was justified for funding and that grant funds were sufficient to cover the amounts offered to the recipients. **This grant award is for training activities.**

Highway Funds or General Funds will not be used should Federal Funds become unavailable.

Respectfully submitted,

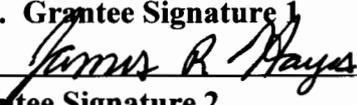
  
John J. Barthelmes  
Commissioner of Safety

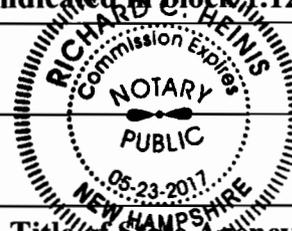
# GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

## GENERAL PROVISIONS

### 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Safety, Division of Fire Safety, Advisory Council on Emergency Preparedness and Security (ACEPS)		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Grantee Name</b> Central NH Hazardous Materials (Vendor Code: 166544 B002)		<b>1.4. Grantee Address</b> PO Box 3962, Concord, NH 03302	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> September 30, 2013	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$5,000.00
<b>1.9. Grant Officer for State Agency</b> Leslie Cartier		<b>1.10. State Agency Telephone Number</b> 603-223-4289	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> James R Hayes Chief Coordinator	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>BELKNAP</u> , on <u>10/31/12</u> before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b>			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> John Beardmore, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: <u>2/17/13</u>			
<b>1.17. Approval by Governor and Council</b> By: _____ On: <u>1/1</u>			



**2. SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons,, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

## EXHIBIT A

### Scope of Services

1. The Department of Safety, Division of Fire Safety (hereafter referred to as "the State") is awarding Central NH Hazardous Materials (hereafter referred to as "the Grantee") \$5,000.00 for expenses related to the training of Hazardous Materials information in the region.
2. "The Grantee" agrees that the project grant period ends September 30, 2013 and the final performance and expenditure report will be sent to "the State" by October 31, 2013. The final report must include disposition of equipment valued at \$5,000.00 or over. All reports must be submitted to close the grant or the funds advanced to "the Grantee" will be recalled by "the State."
3. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 20% cost share required by this grant.

## EXHIBIT B

### Grant Amount and Method of Payment

#### 1. GRANT AMOUNT

	Applicant Share (in-kind or cash)	Grant (Federal Funds)	Cost Totals
Project Cost	\$1,250.00	\$5,000.00	\$6,250.00

*The Project Cost is 80% Federal Funds, 20% Applicant Share.*

#### 2. PAYMENT SCHEDULE

- a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be \$5,000.00.
- b. "The State" shall reimburse \$5,000.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds from "the Grantee".

JBA

## EXHIBIT C

### Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the grantee" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. "The Grantee" agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If required, they will forward for review and clearance a copy of the completed audit(s) to "the State."

**LAKES REGION MUTUAL FIRE AID ASSOCIATION**

**AND**

**CAPITAL AREA MUTUAL AID FIRE COMPACT**

**JOINT VENTURE AGREEMENT**

**WHEREAS**, Capital Area Mutual Aid Fire Compact and the Lakes Region Mutual Fire Aid Association are separate and distinct municipal corporations with all the rights and powers associated therewith and,

**WHEREAS**, RSA 53-A:3 allows for the joint exercise of powers by New Hampshire municipal corporations and,

**WHEREAS**, Lakes Region Mutual Fire Aid Association and Capital Area Mutual Aid Fire Compact wish to enter in such an agreement to control and govern the operation of the Central New Hampshire Hazmat Team as described below.

**NOW WHEREFORE**, the parties agree as follows:

1. **Parties.** The parties to this agreement are the Lakes Region Mutual Fire Aid Association, hereinafter "Lakes Region", a New Hampshire municipal corporation, of 62 Communications Drive, Laconia, New Hampshire 03246-1440 and the Capital Area Mutual Aid Fire Compact, hereinafter "Capital Area", a New Hampshire municipal corporation, of 105 Loudon Road, P.O. Box 3962, Concord, NH 03302-3962.
2. **Legal Authority.** The legal authority for this agreement is pursuant to RSA 53-A:3 and pursuant to any other applicable statutory or common law authority.

3. **Duration.** This agreement shall take effect upon execution by each party hereto and approval by the Office of the Attorney General pursuant to RSA 53-A:3, V. This agreement shall be perpetual in nature subject to the right of either party to withdraw and terminate this agreement upon one (1) year's notice to the other party.
4. **Administrative Entity.** The administrative entity in reference to this agreement shall be the oversight committee as established in a certain "Central New Hampshire Hazmat Team Agreement" dated December 1, 2006, a copy of which is attached hereto and incorporated herein.
5. **Purpose.** The purpose of this agreement shall be for the orderly and appropriate administration of the Central New Hampshire Hazmat Team as described in the referenced and attached agreement.
6. **Financing.** The oversight committee shall annually draft a proposed budget and submit same as directed by the respective Boards of Directors of Lakes Region and Capital Area.
7. **Termination.** In the event of the termination of this agreement as described in Section 3 above, then all property purchased by or held in the name of the Central New Hampshire Hazmat Team shall be considered joint property of Lakes Region and Capital Area and shall be disposed of by agreement by those two separate entities.

8. **Conflict.** In the event that there shall be any conflict between this agreement and the attached Central New Hampshire Hazmat Team Agreement, then this document shall be controlling. In all other respects, the Hazmat Team Agreement of December 1, 2006 shall remain in full force and effect.

**IN WITNESS WHEREOF**, we have hereunto set our hands and executed this Agreement on the day and year first above written.

Date: 1/29/2013  
James B. Hayes  
Witness

Rene LeFevre  
Chairman, Board of Directors  
Lakes Region Mutual Fire Aid

Date: 1/29/2013  
Richard E. Wright  
Witness

Ray R. Fisher  
Chairman, Board of Directors  
Capital Area Mutual Aid Fire Compact

**Capital Area Mutual Aid Fire Compact and  
Lakes Region Mutual Fire Aid Association  
Central New Hampshire Hazmat Team Agreement**

Term: This agreement shall take effect upon acceptance by both the Capital Area Mutual Aid Fire Compact Board of Directors (Capital Area) and the Lakes Region Mutual Fire Aid Association Board of Directors (Lakes Region). This agreement shall remain in effect until either Capital Area or Lakes Region notifies the other party that they wish to terminate this agreement. A minimum of twelve (12) months notice shall be required.

This agreement is subject to the approval of the Boards of Directors of Lakes Region and the Capital Area.

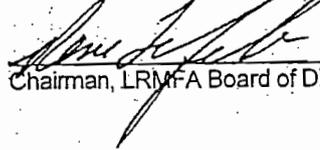
Framework:

1. An oversight committee shall govern the operation of the Central New Hampshire Hazmat Team (Team). The Oversight Committee shall consist of nine members. Capital Area shall appoint three members and Lakes Region shall appoint three members. In addition, the Chief Coordinators of Capital Area and Lakes Region shall serve as voting members of the committee. The Chief of the Team will serve as an ex officio member of the Committee but shall be a non-voting member.
2. A quorum shall consist of a minimum of two committee members from Capital Area and two committee members from Lakes Region.
3. Capital Area and Lakes Region personnel shall be insured by their local departments or by other insurance coverage approved by the Oversight Committee.
4. The annual operating budget of the Team shall be approved by the oversight committee. Any funding required to support the annual budget shall require approval of the Capital Area and Lakes Region board of directors (see paragraph five).
5. The Team shall make every effort to seek available grants to support training and operations. Any funding requested by the Team shall be provided by Capital Area and Lakes Region in equal amounts (50/50 split).
6. All Team disbursements shall require the following approval process: Payments of \$500.00 or less shall be approved by the Team chief or Team secretary. Payments over \$500.00 shall be approved by the coordinators of Capital Area and Lakes Region or, in their absence, by the president of Capital Area and the deputy coordinator of Lakes Region.

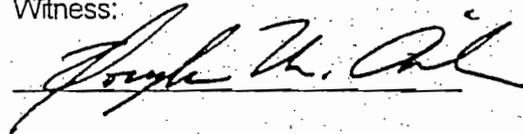
7. Upon dissolution of the Team, the Oversight Committee shall, after paying or making provisions for the payment of all of the liabilities of the Team, liquidate the remaining assets and distribute the remaining funds equally (50/50) between Capital Area and Lakes Region. Assets provided by grant funds shall be liquidated in accordance with applicable laws or rules then in effect
8. This agreement may be modified or amended with the approval of the Capital Area and Lakes Region Boards of Directors.

Dated on this 1<sup>ST</sup> day of DECEMBER, 2006

Lakes Region Mutual Fire Aid

  
Chairman, LRMFA Board of Directors

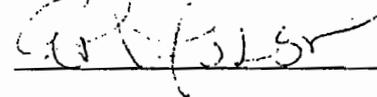
Witness:

  
\_\_\_\_\_

Capital Area Mutual Fire Aid

  
President, Capital Area Mutual Aid Fire Compact

Witness:

  
\_\_\_\_\_



STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY

John J. Barthelmes, Commissioner

**Division of Fire Safety**

Office of the State Fire Marshal

J. William Degnan, State Fire Marshal

Office: 110 Smokey Bear Blvd., Concord, NH

Mailing Address: 33 Hazen Drive, Concord, NH 03305

PHONE 603-223-4289, FAX 603-223-4294 or 603-223-4295

TDD Access: Relay NH 1-800-735-2964 ARSON HOTLINE 1-800-400-3526



February 16, 2011

Paul T Fitzgerald, Esquire  
28 Bowman Street  
Laconia, NH 03246-3761

RE: Central NH Hazmat Team

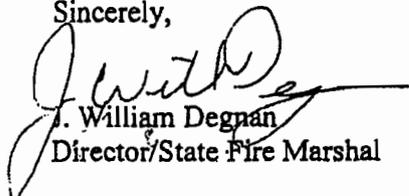
Dear Attorney Fitzgerald:

I have received and reviewed your documentation in regards to the two mutual aid districts known as the Lakes Region Mutual Aid Association and the Capitol Area Mutual Fire Aid Compact that are formed pursuant to RSA 154:30-a and the Central NH Hazmat Team that is formed pursuant to RSA 53-A:4.

The material submitted confirms that these two districts have collaborated to form the Central NH Hazmat Team under RSA 53-A:4.

Thank you for your work to fulfill the requirements of the statutes, so this important organization may continue to provide the much needed technical response to hazardous materials incidents.

Sincerely,

  
J. William Degnan  
Director/State Fire Marshal

CC: Pamela Urban-Morin, NH DOS Grants Management  
Attorney David Hiltz, NH DOJ  
Richard Wright, Chief, Capitol Area Mutual Aid Fire Compact  
Douglas Aiken, Executive Director, Lakes region Mutual Fire Aid Association

ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

MICHAEL A. DELANEY  
ATTORNEY GENERAL



January 4, 2011

RECEIVED  
JAN 6 2011

BY:.....

Paul T. Fitzgerald, Esquire  
Wescott, Dyer, Fitzgerald & Nichols, PA  
28 Bowman Street  
P. O. Box 1700  
Laconia, New Hampshire 03247-1700

Re: Central NH Hazmat Team

Dear Attorney Fitzgerald:

I am writing to inform you that the two corrective items I listed in my letter to you dated November 5, 2010 have been addressed to my satisfaction, and the Joint Venture Agreement for the Central New Hampshire Hazmat Team is therefore approved pursuant to RSA 53-A:3, V. As I have already consulted with the Fire Marshal regarding this Agreement, and as no other approval by State officers is apparent, the Agreement is also approved pursuant to RSA 53-A:5. Prior to pursuing or accepting public funds to implement the Agreement, please ensure that any other applicable provisions of law have been satisfied, to specifically include the proper filing of the Agreement pursuant to RSA 53-A:4.

If you have any questions, please give me a call.

Very truly yours,

A handwritten signature in dark ink, appearing to read "D. Hilts".

David M. Hilts  
Assistant Attorney General  
Transportation & Construction Bureau  
(603) 271-3675

cc: J. William Degnan, State Fire Marshal  
570094.doc

# Central NH Hazardous Materials Team Oversight Committee Meeting Minutes

**Meeting Date:** 1 February 2006

**Location:** Belmont Fire Department

**Members Present:** Chief Dave Bengston  
Captain Leonard Deane  
Chief Chuck Palm  
Chief Bill Weinhold  
Chief Coordinator Doug Aiken  
Chief Coordinator Dick Wright  
Firefighter Lee Kimball

**Members Absent:** Division Chief Shawn Mitchell  
Chief Ken Erickson

**Others Present:** None

1. **Review/Approve Minutes.** Weinhold called the meeting to order at 0912. On a motion by Wright, seconded by Kimball the minutes of the 21 November 2005 meeting were accepted.

2. A. **Financial Report.** Wright passed out three financial reports including:

- A 2005 year end balance sheet
- A balance sheet as of 31 January 2006
- A financial statement as of 31 December 2004

Weinhold has worked with Wright sorting out some of the accounts. As a result the financial statements should be easier to read. We are waiting for a CDC grant payment in the amount of \$4,200. On a motion by Palm, seconded by Kimball, the financial reports were accepted.

2. B. **Accounts Receivable Report.** The promissory note with Quick Turn Flex Circuits, LLC has not been signed. It is in the amount of \$5,691.59. We had an incident on I-93 (Bentley Freight Services) in the amount of \$978.

2. C. **Membership Applications.** There were no new applications.

2.D. **Team Training Report.** The Team has completed monitor training. The Team held a general business meeting in January to develop a training outline

for the year. Monthly meetings will be held. Almost all members are now at the technician level. There will be a decon class in April.

2. E. **Grants Status.** One half of the CDC grant has been used. There is a balance of \$5,100.

The 2004 Homeland grant must be used soon. The balance is \$41,000. We are in the process of purchasing UHF portable radios, monitoring equipment and a few other items.

The application paperwork for the 2006 HMEP grant will be available soon.

2. F. **Status of Team Physicals.** Concentra Services is now providing our Team physicals. Seventy five percent of our Team members will require physicals this year.

2. G. **Status of Team Vehicles.** All Team vehicles are fully operational.

2. H. **Renewal of Agreement Between LRMFA and CAFC.** Wright and Aiken will have a draft agreement available at our next meeting. (Attachment)

2. I. **Other Old Business.** Pam Urban Morin has requested a copy of our meeting minutes showing the authority for signatures on grant applications. The committee proposed the following:

- Program Manager – Chief of Team
- Financial Manager – CAFC Chief Coordinator
- Authorized Official – LRMFA Chief Coordinator

On a motion by Kimball, seconded by Bengston, the oversight committee approved the authorized signatures listed above.

### **New Business**

3. A. **2006 Budget.** Weinhold distributed a 2006 Team operating budget request. (Attachment) The committee reviewed the proposed budget. Palm asked what is covered under the Homeland line item. Weinhold explained that it is for equipment items and does not cover training unless it is directly related to a piece of equipment. The committee had several questions on specific line items and each item was thoroughly discussed. After diligent review, on a motion by Palm, seconded by Kimball, the 2006 operating budget was approved. (Attachment)

3. B. **Homeland Security Equipment Purchases.** We have approximately \$15,000 in o4 funds that will expire on 31 March 05. Weinhold proposed the purchase of an "EntryLink" Hazmat wireless video system. The committee



James R. Hayes  
Chief

# Lakes Region Mutual Fire Aid

62 Communications Drive - Laconia, New Hampshire 02846  
603.528.9777 Fax 603.523.5989 www.lrmfa.org

## Lakes Region Mutual Fire Aid

### Delegation of Signature Authority

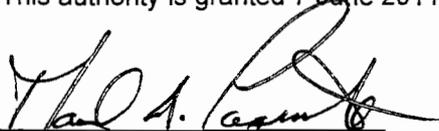
This contractual agreement, Delegation of Signature Authority, enacted by the Executive Committee of the Lakes Region Mutual Fire Aid as authorized by vote of the Board of Directors on 25 May 2010, applies to any and all contractual agreements entered in the by Lakes Region Mutual Fire Aid. This shall include any and all documents in whatever form and for whatever purpose, including but not limited to the following: Deeds, Leases, Contracts, Certificates, Reports, Releases, Waivers, Proxies, Agreements, Federal Applications, Licenses, Registrations, Affidavits, Pleadings and Responses.

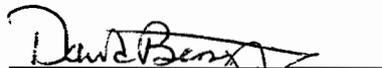
Authorized Signatures:

James R. Hayes, Chief Coordinator

Rene Lefebvre, Chairman of the Board

This authority is granted 7 June 2011 and shall remain in effect until revoked or revised.

  
David A. Paquette, Secretary

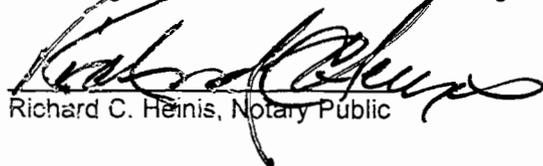
  
David Bengtson, Director

  
John Fisher, Director

  
Kenneth Ward, Director

State of New Hampshire; County of Belknap

The foregoing instrument was acknowledged before me this seventh day of June, 2011.

  
Richard C. Heinis, Notary Public

RICHARD C. HEINIS - Notary Public  
My Commission Expires July 18, 2012

Capital Area Mutual Aid Fire Compact and  
Lakes Region Mutual Fire Aid Association  
Central New Hampshire Hazmat Team Agreement

Term: This agreement shall take effect upon acceptance by both the Capital Area Mutual Aid Fire Compact Board of Directors (Capital Area) and the Lakes Region Mutual Fire Aid Association Board of Directors (Lakes Region).

This agreement shall remain in effect until either Capital Area or Lakes Region notifies the other party that they wish to terminate this agreement. A minimum of twelve (12) months notice shall be required.

This agreement is subject to the approval of the Boards of Directors of Lakes Region and the Capital Area.

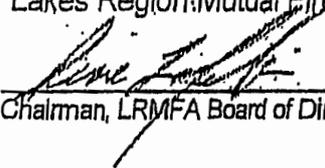
Framework:

1. An oversight committee shall govern the operation of the Central New Hampshire Hazmat Team (Team). The Oversight Committee shall consist of nine members. Capital Area shall appoint three members and Lakes Region shall appoint three members. In addition, the Chief Coordinators of Capital Area and Lakes Region shall serve as voting members of the committee. The Chief of the Team will serve as an ex officio member of the Committee but shall be a non-voting member.
2. A quorum shall consist of a minimum of two committee members from Capital Area and two committee members from Lakes Region.
- \* 3. Capital Area and Lakes Region personnel shall be insured by their local departments or by other insurance coverage approved by the Oversight Committee.
4. The annual operating budget of the Team shall be approved by the oversight committee. Any funding required to support the annual budget shall require approval of the Capital Area and Lakes Region board of directors (see paragraph five).
5. The Team shall make every effort to seek available grants to support training and operations. Any funding requested by the Team shall be provided by Capital Area and Lakes Region in equal amounts (50/50 split).
6. All Team disbursements shall require the following approval process: Payments of \$500.00 or less shall be approved by the Team chief or Team secretary. Payments over \$500.00 shall be approved by the coordinators of Capital Area and Lakes Region or, in their absence, by the president of Capital Area and the deputy coordinator of Lakes Region.

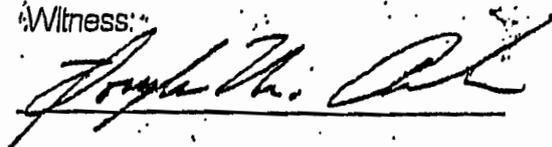
7. Upon dissolution of the Team, the Oversight Committee shall, after paying or making provisions for the payment of all of the liabilities of the Team, liquidate the remaining assets and distribute the remaining funds equally (50/50) between Capital Area and Lakes Region. Assets provided by grant funds shall be liquidated in accordance with applicable laws or rules then in effect.
8. This agreement may be modified or amended with the approval of the Capital Area and Lakes Region Boards of Directors.

Dated on this 1<sup>ST</sup> day of DECEMBER, 2006

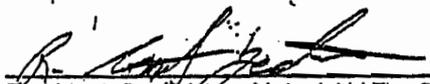
Lakes Region Mutual Fire Aid

  
Chairman, LRMFA Board of Directors

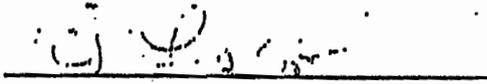
Witness:

  
\_\_\_\_\_

Capital Area Mutual Fire Aid

  
President, Capital Area Mutual Fire Compact

Witness:

  
\_\_\_\_\_

## CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>Participating Member:</b> All Members List Attached		<b>Companies Affording Coverage (the "Companies"):</b> Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
<b>Coverage (Occurrence basis only):</b>	<b>Effective Date (mm/dd/yy)</b>	<b>Expiration Date (mm/dd/yy)</b>	<b>Limits (subject to applicable NH statutory limits)</b>	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2012	6/30/2013	Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2012	6/30/2013	Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
<input type="checkbox"/> Excess Liability			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013		\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
<b>Description:</b> Proof of Coverage.				

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
<p><i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i></p>		
<b>Certificate Holder:</b> State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	<b>Companies</b> By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2012</u>	<b>Please direct inquiries to:</b>  Debra A. Lewis 603.226.4481

\*Terms in quotes are defined in the Member Agreement.

NH Local Government Center - Property Liability Trust  
 Membership as of July 1, 2012

Member Sort Name
Academy for Science & Design
Allenstown School District
Androscoggin Valley Regional Refuse Disposal District
Ashuelot Pond Dam Village District
Bartlett Village Water Precinct
Bartlett-Jackson Ambulance
BCEP Solid Waste
Beebe River Village District
Belknap County Conservation District
Belmont Sewer
Bethlehem Village District
Birches Academy Charter School
Brentwood School District
Brookline School District
Campton School District
Campton Thornton Fire Department
Campton Village Precinct
Capital Area Fire Mutual Aid
Center Ossipee Fire Precinct
Central NH Special Operations Unit
Chesterfield Fire Precinct
Chesterfield School District
Chichester School District
City of Dover
City of Franklin
City of Lebanon
City of Portsmouth
City of Rochester
Colebrook Village Fire Precinct
Concord Regional Solid Waste
Contoocook Village Precinct
Conway Village Fire District
Copple Crown Village District
Croydon School District
Deerfield School District
Dunbarton School District
East Kingston School District
Economic Corporation of Newport
Ellsworth School District
Emerald Lake Village District
Epsom School District
Epsom Village District
Exeter Region Cooperative
Exeter School District
Fitzwilliam Village Water District
Goffstown School District



Hollis School District  
Hollis-Brookline Cooperative  
Jackson School District  
Keene School District  
Kensington School District  
→ Lakes Region Mutual Fire Aid  
Ledyard Charter School  
Lochmere Village District  
Making Community Connections Charter School  
Making Community Connections Charter School  
Manchester Employees' Retirement  
Marlborough School District  
Marlow School District  
Meriden Village Water District  
Mills Falls Charter School  
Milton Water District  
Mont Vernon School District  
Nelson School District  
New Hampton Village Precinct  
Newfields School District  
Newport School District  
NH Association of Counties  
NH Municipal Bond Bank  
NH School Boards Association  
North Conway Water Precinct  
North Country Council  
North Swanzey Water & Fire Precinct  
Orford Village District  
PACE Career Academy Charter School  
Pembroke School District  
Pemi-Baker School District  
Plymouth School District  
Polaris Charter School  
Regional Services & Education  
Rollinsford School District  
Rollinsford Water & Sewer District  
Rumney School District  
Rye Water District  
SAU #04 - Newfound Area  
SAU #06 Office  
SAU #09 - Conway  
SAU #12 - Londonderry  
SAU #16 Office  
SAU #29 Office  
SAU #33 - Raymond  
SAU #34 Office  
SAU #39 Office



## CAPITAL AREA MUTUAL AID FIRE COMPACT



President: Chief Ray R. Fisher

Chief Coordinator: Dick Wright

P.O. Box 3962  
Concord, NH 03302-3962

Email:  
[capareac1@myfairpoint.net](mailto:capareac1@myfairpoint.net)

Telephone 603-225-8988  
Fax: 603-228-0983

November 20, 2012

Ms Lisa Lienhart  
NH Department of Safety  
Business Office  
33 Hazen Drive  
Concord NH 03305

Dear Ms Lienhart:

This is a follow up to our phone conversation yesterday regarding the Central New Hampshire Hazmat Team.

The Capital Area Mutual Aid Fire Compact and the Lakes Region Mutual Fire Aid Association have in place a Joint Venture Agreement regarding the Hazmat Team.

Capital Area Fire Compact does handle the financial transactions for the team. The Individual members of the Central NH Hazmat Team are sponsored through their local fire department memberships. They are fire department employees and consequently their Workers Compensation is the responsibility of the town. Any funds paid to those members by the team are disbursed to the town and then paid by the town to the employee.

If you have further questions, please give me a call.

Sincerely,

Dick Wright  
Chief Coordinator  
CAPITAL AREA FIRE COMPACT

c Chief Weinhold, CNHHMT

**RECEIVED**

NOV 21 2012

105 LOUDON ROAD, BUILDING 1, CONCORD, NH 03301

DEPT OF SAFETY  
BUSINESS OFFICE

ALLENSTOWN · BOSCAWEN · BOW · BRADFORD · CANTERBURY · CHICHESTER · CONCORD · DEERING · DUNBARTON  
· EPSOM · HENNIKER · HOOKSETT · HOPKINTON · LOUDON · NORTHWOOD · PEMBROKE · PITTSFIELD · SALISBURY  
WARNER · WEBSTER

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<b>Participating Member:</b> <b>Member Number:</b>	<b>Workers Compensation</b> (List Attached)	<b>Companies Affording Coverage (the "Companies"):</b>  Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
<b>Coverage (Occurrence basis only):</b>	<b>Effective Date</b> (mm/dd/yy)	<b>Expiration Date</b> (mm/dd/yy)	<b>Limits</b> (subject to applicable NH statutory limits)	
<input type="checkbox"/> <b>General Liability</b> (Member Agreement Section III.A)			Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
			Fire Damage (each fire)	\$
			Each Occurrence	\$5,000,000
<input type="checkbox"/> <b>Automobile Liability</b> (Member Agreement Section III.A)			Bodily Injury (per person)	\$
<input type="checkbox"/> Any Auto			Bodily Injury (per accident)	\$
<input type="checkbox"/> All Owned Autos			Property Damage (per accident)	\$
<input type="checkbox"/> Scheduled Autos				
<input type="checkbox"/> Hired Autos				
<input type="checkbox"/> Non-Owned Autos				
<input type="checkbox"/> Other _____				
<input type="checkbox"/> <b>Excess Liability</b>			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input type="checkbox"/> <b>Property (All Risk including Theft)</b> (Member Agreement Section I) Deductible: \$1,000				\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> <b>Workers Compensation (Coverage A)</b> <b>Employers' Liability (Coverage B)</b>	1/1/2013	12/31/2013	<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
<b>Description: Proof of Coverage</b>				

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	<input type="checkbox"/> <b>Additional Covered Party</b>	<input type="checkbox"/> <b>Loss Payee, as his, her or its interests appear</b>
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*		
<b>Certificate Holder:</b>  State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	<b>Companies</b>  By: <u>Debra A. Lewis</u> Authorized Representative <b>Date Issued:</b> <u>12/10/2012</u>	<b>Please direct inquiries to:</b>  <u>Debra A. Lewis</u> 603.226.4481

\*Terms in quotes are defined in the Member Agreement.



NEW HAMPSHIRE

# Local Government Center

Workers Compensation Members for 1/1/2013

Wc Member Name
Member Screen Name
Androscoggin Valley Regional RDD
Bartlett-Jackson Ambulance
Belknap County Conservation Dist
Center Ossipee Fire Precinct
Central NH Regional Planning
Chesterfield Fire Precinct
City of Lebanon
COAST
Contoocook Village Precinct
Conway Village Fire District
Fitzwilliam Village Water District
Frances J Tolles Home
Grasmere Village Water Precinct
Greater Derry-Salem Cooperative
Groveton Village Precinct
* Lakes Region Mutual Fire Aid
Lochmere Village District
Manchester Employee Contrib Ret Sys
Meriden Village Water District
Milton Water District
New Hampton Village Precinct
Newmarket Housing Authority

# ACEPS Approval Request

## HMEP GRANT AWARDS 2012-13

Prepared by Les A. Cartier, Hazardous Materials Coordinator  
NH State Fire Marshal's Office  
Grant Review Committee Chairman

The ACEPS Grant Committee reviewed the community applications submissions for the 2012-13 Hazardous Materials Emergency Planning grant (HMEP). The committee recommended the following awards;

### HMEP Community grant awards for 2012-13;

1. Central New Hampshire Hazardous Materials team for the collection of hazardous materials information in the region and developing response plans for those materials.  
\$17,000
2. Manchester Fire Department for implementation and enhancement of the hazardous materials planning and response programs.  
\$12,458
3. New Hampshire Association of Fire Chiefs for Hazardous Materials planning and outreach programs.  
\$12,000
4. Southeastern NH Hazardous Materials Mutual Aid District for the collection of Hazardous Materials information in the region and developing response plans for those materials.  
\$24,000
5. Town of Gorham / North Country Emergency Response Team for the collection of Hazardous Materials information and developing response plans for those materials.  
\$13,000

**TOTAL AWARDS: \$78,458**

These awards will be released on the acceptance of the HMEP grant and release of the funding by Governor and Council. This grant is an 80% award with 20% matching by the communities.

*Approved by ACEPS  
6/8/12  
LAC*

# TITLE I

## THE STATE AND ITS GOVERNMENT

### CHAPTER 21-P

#### DEPARTMENT OF SAFETY

#### Homeland Security and Emergency Management

##### Section 21-P:43

**21-P:43 Appropriations and Authority to Accept Services, Gifts, Grants, and Loans.** – Each political subdivision may make appropriations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision for the payment of expenses of its local organization for emergency management. Whenever the federal government or any federal agency or officer offers to the state, or through the state to any of its political subdivisions, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, commissioner, or such political subdivision, acting with the consent of the governor and through its executive officer, city council, or board of selectmen, may accept such offer, subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. Whenever any person, firm or corporation offers to the state or to any of its political subdivisions services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, or such political subdivision, acting through its executive officer, city council, or board of selectmen, may accept such offer, subject to its terms.

**Source.** 2002, 257:7, eff. July 1, 2002.